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Atty. Dkt. No. 023228-0109

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Steele et al.

Title: WAFER INSPECTION SYSTEM

Appl. No.: 10/771,628

Filing Date: 02/03/2004

Examiner: Stephen J. Cherry

Art Unit: 2863

Confirmation No.
9539

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date below.

Elizabeth Deaton

(Printed Name)

Elizabeth Deaton

(Signature)

7-27-07

(Date of Deposit)

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your Petitioner, QCEPT TECHNOLOGIES, INC., having its principal place of business at 75 Fifth Street NW, Suite 222, Atlanta, Georgia 30308-1030, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/771,628, filed February 3, 2004 by virtue of an Assignment recorded with the U.S. Patent and Trademark Office on July 27, 2007. A copy of the Assignment and the Confirmation Receipt is attached as Appendix A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,957,154, which issued on U.S. Patent Application No. 10/631,469, filed July 29, 2003, by virtue of an Assignment filed and recorded on December 22, 2003, on Reel/Frame 014819/0575, in the United States Patent and Trademark Office, a copy of the recorded Assignment is attached hereto as APPENDIX B.

Your Petitioner, QCEPT TECHNOLOGIES, INC., hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would

extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,957,154, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,957,154 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,957,154 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,957,154 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,957,154 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,957,154, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments attached as APPENDIX A and APPENDIX B, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,957,154 rests with Petitioners, QCEPT TECHNOLOGIES, INC. The undersigned declares that all statements made

herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date July 27, 2007 By Michael S. Rechtin

FOLEY & LARDNER LLP
Customer Number: 27433
Telephone: (312) 832-4586
Facsimile: (312) 832-4700

Michael D. Rechtin
Attorney for Applicant
Registration No. 30,128

Appendix A



United States Patent and Trademark Office

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Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
M. Brandon Steele	02/12/2004
Jeffrey Alan Hawthorne	02/12/2004
Chunho Kim	02/12/2004
David C. Sowell	02/12/2004

Name:	QCEPT TECHNOLOGIES, INC
Street Address:	75 Fifth Street NW
Internal Address:	Suite 222
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308-1030

PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10771628
CORRESPONDENCE DATA	
Fax Number:	(312)832-4700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-832-4500
Email: jherold@foley.com
Correspondent Name: Michael D. Rechtin - Foley & Lardner LLP
Address Line 1: 321 North Clark Street
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60610-4764

ATTORNEY DOCKET NUMBER:	023228/0109
NAME OF SUBMITTER:	Michael D. Rechtin
Signature:	/Michael D. Rechtin/
Date:	07/27/2007
Total Attachments: 4 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif	
RECEIPT INFORMATION	
EPAS ID:	PAT332416
Receipt Date:	07/27/2007
Fee Amount:	\$40

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ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

QCEPT TECHNOLOGIES, INC.
75 Fifth Street NW
Suite 222
Atlanta, Georgia 30308-1030

(hereinafter ASSIGNEE) its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

WAFER INSPECTION SYSTEM

as set forth in this United States Patent Application

check one [] executed concurrently herewith,
 [] executed on _____,
 [X] Serial No. 10/771,628 filed February 3, 2004

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

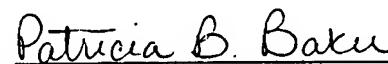
Executed this 12th day of February, 2004.



M. BRANDON STEELE

State of Georgia)
County of Walton)
ss.

On this 12th day of February, 2004, before me, a notary public in and for said county, appeared M. BRANDON STEELE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

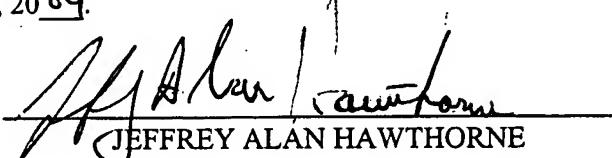


Notary Public

My Commission Expires: August 23, 2005

(Seal)

Executed this 12 day of February, 2004.



JEFFREY ALAN HAWTHORNE

State of Georgia)
County of Walton)
ss.

On this 12th day of February, 2004, before me, a notary public in and for said county, appeared JEFFREY ALAN HAWTHORNE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.



Notary Public

My Commission Expires: August 23, 2005

(Seal)

Executed this 12th day of February, 2004.

 
Chunho Kim

CHUNHO KIM

State of Georgia)
County of Walton)
ss.

On this 12th day of February, 2004, before me, a notary public in and for said county, appeared CHUNHO KIM, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.


Patricia B. Baker

Notary Public

My Commission Expires: August 23, 2005

(Seal)

Executed this 12th day of February, 2004.


David C. Sowell

DAVID C. SOWELL

State of Georgia)
County of Walton)
ss.

On this 12th day of February, 2004, before me, a notary public in and for said county, appeared DAVID C. SOWELL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.


Patricia B. Baker

Notary Public

My Commission Expires: August 23, 2005

(Seal)

Appendix B



23228/105

RECEIVED

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UNITED STATES PATENT AND TRADEMARK OFFICE

DOCKET DEPT
CHICAGOUNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 07, 2004

PTAS



FOLEY & LARDNER
MICHAEL D. RECHTIN
321 NORTH CLARK STREET
STE. 2800
CHICAGO, IL 60610-4764

102633939A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/22/2003

REEL/FRAME: 014819/0575

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 023228-0105

ASSIGNEE:
STEELE, M. BRANDON

DOC DATE: 12/19/2003

ASSIGNEE:
HAWTHORNE, JEFFREY ALAN

DOC DATE: 12/19/2003

ASSIGNEE:
QCEPT TECHNOLOGIES, INC.
75 FIFTH STREET NW
SUITE 222
ATLANTA, GEORGIA 30308-1030

SERIAL NUMBER: 10631469
PATENT NUMBER:
TITLE: SEMICONDUCTOR WAFER INSPECTION SYSTEM

FILING DATE: 07/29/2003
ISSUE DATE:

014819/0575 PAGE 2

VIOLET MCCOY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

12-29-2003

Atty. Dkt. No. 023228-0105

FORM PTO-1595 (modified)

(Rev 6-93)

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

RE



JUL 31 2007

102633939

2 SHEET

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

M. Brandon Steele
Jeffrey Alan Hawthorne

2. Name and address of receiving party(ies):

QCEPT TECHNOLOGIES, INC.
75 Fifth Street NW
Suite 222
Atlanta, Georgia 30308-1030

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

December 19, 2003

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

10/631,469

B. Patent Number(s):

PATENT_NO

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Michael D. Rechtin
FOLEY & LARDNER
321 North Clark Street
Suite 2800
Chicago, Illinois 60610-4764

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

 Charge to deposit account

8. Deposit account number: 06-1450

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Michael D. RechtinMichael D. Rechtin

December 19, 2003

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

12/24/2003 LINUELLER 00000227 061450 10631469

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011.1173882.1

ASSIGNMENT AND AGREEMENT

WHEREAS, M. Brandon Steele of 1626 Springbrook Drive, Decatur, Georgia 30030 and Jeffrey Alan Hawthorne of 209 East Maple Street, Decatur, Georgia 30030; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **SEMICONDUCTOR WAFER INSPECTION SYSTEM** for which an application for United States Letters Patent was filed on July 29, 2003 as Application Serial No. 10/631,469; and

WHEREAS, QCEPT TECHNOLOGIES, a corporation duly organized and existing under the laws of the State of Georgia, and having its principal place of business at 75 Fifth Street, NW, Suite 222, Atlanta, Georgia 30308-1030 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or Inventions and all Improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

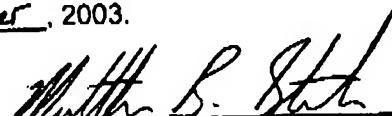
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

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Executed this 19th day of December, 2003.


M. BRANDON STEELE

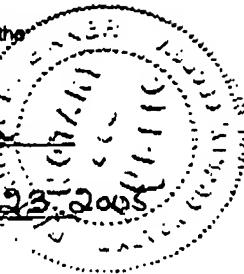
State of Georgia)
County of Fulton)ss.

On this 19th day of December, 2003, before me, a notary public in and for said county, appeared M. BRANDON STEELE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Patricia B. Baker
Notary Public, County of Walton, GA
My Commission Expires August 23, 2005

(Seal)

Executed this 19 day of December, 2003.


Patricia B. Baker
Notary Public
My Commission Expires: August 23, 2005

State of Georgia)
County of Fulton)ss.

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